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Lessee

In the event of any casualties covered by insurance, the Lessor shall immediately notify the insurer and within sixty (60) days file proof of loss with the insurance company or companies and proceed with the collection of the claim without delay. Lessor shall also proceed as promptly as possible with the repairing or restoration and shall apply the insurance proceeds to the cost before using any part or portion thereof for any other purpose. Any cost of repair or restoration in excess of the amount of insurance shall be borne by the Lessor. In the event Lessor does not prosecute any insurance claim or does not repair or restore the premises promptly, the Lessee may at its option undertake to do so but any damages and expenses incurred by the Lessee which are brought about by the Lessor's failure to perform shall be deducted from rental with an interest charge at the maximum legal rate of interest permitted by law.

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Lease

Duplicate originals or certificates of the insurance policy or policies shall be delivered to the Lessor prior to the commencement of construction and renewal policies shall be delivered at least thirty (30) days prior to the expiration of existing policies. All such policies shall specify that the Lessee shall receive thirty (30) days prior written notice of any material change or cancellation.

b) *Public Liability and Property Damage Insurance:* From and after the commencement date of this lease and throughout the term of this lease and any extensions thereof, the Lessee shall protect, indemnify and save harmless the Lessor from and against any and all liability to third parties incurred by any act or neglect of the Lessee, or any of its agents, servants or employees, in, on or about the demised premises, and shall at all times at its own cost protect the Lessor with public liability insurance and property damage insurance in a responsible insurance company or companies authorized to do business in the State in which the demised premises are located, in such form as may be reasonably satisfactory to the Lessor, in amounts not less than One Hundred Thousand Dollars (\$100,000.00) in case of damage or injury to one person, nor less than Three Hundred Thousand Dollars (\$300,000.00) in case of damage or injury to more than one person. The property damage insurance coverage required hereunder shall not be less than Fifteen Thousand Dollars (\$15,000.00) in case of damage to property arising out of one accident. The Lessee will within thirty (30) days of the commencement date of this lease, or as soon thereafter as made available by the insurance company, deposit with the Lessor a certificate showing such insurance to be then in force.

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VI.

DEFAULT:

In the event that the Lessee shall fail to pay the rent or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of the Lessee to be performed (after notice of such default or breach shall have been given as hereinbelow provided), the Lessor may elect either:

1. to re-enter the demised premises by summary proceedings or otherwise and re-let the said premises, making reasonable effort therefor, and receiving the rent therefrom, applying the same first to the payment of rent accruing hereunder, the balance, if any, to be paid to the Lessee; but, the Lessee shall remain liable for the equivalent of the amount of all rent reserved herein less the avails of reletting, if any, and such amount shall be due and payable to the Lessor as damages or rent, as the case may be, on the successive rent days hereinabove provided, and the Lessor may recover such amounts periodically on said successive days; or,

2. to terminate this lease and to resume possession of the demised premises wholly discharged from this lease. Such election shall be made by written notice to the Lessee at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the demised premises by reason of the default or breach then existing and shall be final. If the Lessor shall elect to terminate this lease as aforesaid, thereupon all rights and obligations whatsoever of the Lessee and of its successors and assigns under this lease, so far as the same may relate to the unexpired portion of the term hereof, shall cease and determine, and within ten (10) days after receipt by the Lessee of notice of election by the Lessor to terminate this lease as aforesaid, the parties hereto shall, by an instrument in writing in form for recording, cancel this lease and the unexpired portion of the term hereof, and the Lessee shall surrender and deliver up to the Lessor the entire demised premises, together with all improvements and additions except as otherwise provided in Article XV herein, and upon any default by the Lessee in so doing, the Lessor shall have the right forthwith to re-enter the demised premises either by summary proceedings or otherwise.

Neither bankruptcy, insolvency, nor the appointment of a receiver or trustee shall affect this lease so long as the covenants on the part of the Lessee to be performed are being performed by the Lessee or by the then owner of the demised term.

No default or breach of covenant hereunder shall be deemed to have occurred on the part of the Lessee until thirty (30) days after written notice of such default or breach shall have been given to the Lessee, and the Lessee within such time shall have failed to remedy such default or breach. If any default by the Lessee, except payment of the rent, cannot reasonably be cured within thirty (30) days after notice as aforesaid, then the Lessee shall have such additional time as may be reasonably necessary to remedy the same.

No default on the part of the Lessee shall be deemed to exist for non performance of any of the provisions contained in this lease which is caused by or is a result of war or rebellion, governmental restrictions, or the revocation or suspension by issuing authorities of licenses or permits or the refusal to issue or renew the same. If any of the foregoing events shall occur and require the discontinuance of operations, then the rent shall abate during any periods of such discontinuance if not due to the fault of Lessee.

VII.

WHERE LESSOR PAYS LESSEE'S OBLIGATIONS:

Whenever the Lessee shall breach or fail to perform any of the covenants or provisions of this lease, and such failure or breach shall cause the Lessor to incur any damages or expenses whatsoever, then and in that event such damages or expenses so incurred by the Lessor, with legal interest thereon and including penalties, costs and reasonable attorneys' fees, may be added to the next accruing rental payment due under the provisions of this lease.

VIII.

WHERE LESSEE PAYS LESSOR'S OBLIGATIONS:

Whenever the Lessor shall breach or fail to perform any of the covenants or provisions of this lease, and such failure or breach shall cause the Lessee to incur any damages or expenses whatsoever, then and in that event such damages or expenses so incurred by the Lessee, with legal interest thereon and including penalties, costs and reasonable attorneys' fees, may be deducted from the rental payments due under the provisions of this lease.